



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
375 N. WIGET LANE, SUITE 130  
WALNUT CREEK, CA 94598  
(415) 973-8599

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 94696  
(707) 452-2700

- ROBIN WIX, CHAIRPERSON
- DECISION
  - LETTER DECISION
  - PRE-REVIEW REFERRAL

KIT STICE, SECRETARY

### **Pre-Review Committee Number 24396 Gas Operations – Gas Control – Bishop Ranch**

Brenda Legge  
Company Member  
Local Investigating Committee

Lou Mennel  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns whether Gas System Operators who were assigned to work at a temporary headquarters earned meals when traveling to and from the temporary headquarters outside of regular work hours.

#### Facts of the Case

During the period of November 6, 2017 to November 13, 2017, Gas System Operators who were regularly headquartered at the San Ramon Bishop Ranch complex were temporarily headquartered in San Francisco while the Bishop Ranch headquarters underwent remodeling. The grievants were appropriately compensated for their commute time between their residences and the temporary headquarters in accordance with Section 202.23 Temporary Headquarters - Commuting.

The grievants were denied overtime meals they believed they had earned under Title 104 Meals.

#### Discussion

The Company asserted that Arbitration 327 confirmed that travel time does not count towards meal entitlements under Title 104 and therefore supports the Company's position that travel time between the grievants' residences and the San Francisco headquarters did not qualify the grievants for meals under Title 104 of the Physical Agreement.

The Union asserted that Arbitration 327 did not address travel time to a temporary headquarters when done outside of regularly scheduled work hours. The language in Section 202.23 specifically states "Under the provisions of this Section, travel to and from an employee's home and such temporary headquarters shall be considered as time worked." The

Union opined that based on this language, meals would be earned in accordance Title 104 because travel time is considered "time worked".

Decision

The Committee discussed the intent of Section 202.23 as "time worked" and agrees that meal entitlements would apply for travel to and from a temporary headquarters when conducted outside of an employee's regularly scheduled shift in accordance with the applicable provisions of Title 104 of the Physical Agreement.

The Committee remands this decision back to the Local Investigating Committee to review the time records of each grievant and to pay any applicable meals that the grievants were entitled to under Title 104 during the temporary headquarter assignment. The Committee further agrees that this decision will be otherwise applied on a going forward basis. This case is closed based on the foregoing.

**For the Company:**

**For the Union:**

Robin Wix                      8-21-19  
Robin Wix, Chairperson                      Date  
Review Committee

Kit Stice                      8-21-19  
Kit Stice, Secretary                      Date  
Review Committee